

EXHIBIT

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July 3, 2002

STEVEN B. SAMUELS
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VIA FACSIMILE

Peter A. Luccarelli, Jr., Esquire
Intellectual Property Counsel
Siemens Corporation
186 Wood Avenue South
Iselin, NJ 08830

RE: ABB/SIEMENS PATENT CROSS-LICENSE AGREEMENT

Dear Peter:

This is a follow-up to the telephone discussions that we had on Friday, June 21, 2002 and Wednesday, July 3, 2002, in which we discussed a proposal for facilitating a resolution to the present dispute between ABB Inc. ("ABB") and Siemens Power Transmission & Distribution LLC and Siemens Metering Inc. (collectively "Siemens"), over the royalty payments that Siemens has made on sales of its "S4" and "ZMC" products under the Patent Cross-License Agreement (PCLA).

As we discussed, the parties are interested in reaching a prompt resolution to the present dispute, without resort to litigation, if possible. ABB has, however, expressed concern with the provision in Paragraph 11.2 of the PCLA that "[i]n regard to any claim by ABB concerning royalties due under this Agreement, ABB shall initiate any litigation against Siemens on such claim within two (2) years of the first sale within the Running Royalty Period of the product that is the subject of the royalty dispute." Because the Running Royalty Period began on July 15, 2000, any litigation that ABB would be required to initiate to preserve its rights would need to be initiated by July 15, 2002. Recognizing that the parties efforts to resolve the present dispute will extend beyond July 15, 2002, the parties hereby agree as follows:

1. Within twenty (20) days of an agreement between the parties concerning the treatment of confidential information of Siemens, Siemens will provide to ABB an initial statement explaining Siemens' position as to why it believes that certain "S4" and "ZMC" meters sold by Siemens do not constitute "Specific Licensed Products" under the PCLA.

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2. Upon receipt by ABB of the initial statement from Siemens, the parties agree to continue to work together to resolve the present dispute.

3. Siemens agrees that it will not assert that Paragraph 11.2 of the PCLA precludes ABB from recovering back royalties due on any sales of any product within the Running Royalty Period set forth in the PCLA, provided that, subject to the other provisions of the PCLA including its notice provisions, ABB initiates any litigation for recovery of such royalties within two hundred ten (210) days from the date of receipt by ABB of the initial statement from Siemens.

Although it is ABB's desire to avoid litigation, it is understood that nothing in this letter agreement or otherwise precludes ABB from initiating litigation anytime before the end of the 210 day period set forth in paragraph 3, should ABB determine that is necessary to preserve or enforce its rights.

Sincerely yours,

A handwritten signature in cursive script that reads "Steven B. Samuels".
Steven B. Samuels

SBS/jm

By the signatures below, the parties hereby indicate their agreement to the terms and conditions set forth in this letter.

Siemens Power Transmission
& Distribution LLC

Siemens Metering Inc.

ABB Inc.

By: _____

By: _____

By: _____

Its: _____

Its: _____

Its: _____

Date: _____

Date: _____

Date: _____